GREENVILLE CO. S. C.

SEP 1 2 59 PM '70

OLLIE FARNSWORTH
R.M.C.

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MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

# MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Gordon A. Schmidt, Jr. and Eles W. Schmidt,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Gordon A. Schmidt, Sr.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Three Thousand Five Hundred and No/100 Dollars ($ 3,500.00 )

interest from date to be paid September 1, 1971 at the rate of five percent (5%) per annum, and monthly payments in the sum of $44.41 to be due and payable on the first day of each month beginning October 1, 1971, until paid in full, payments to be applied first to interest and then to principal.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars ($3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, lying about two miles west from the Brushy Creek Road and situate on the northern side of Hudson Road, bounded on the north by the lands of John D. Brown, on the east by lands of Dallas Knight, on the south by lands of C. O. Berry and said Hudson Road, and on the west by lands now or formerly of Ed Burdett, and containing 3 acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at a stone on line of the John D. Brown land, also being the corner of the Burdett land and running thence with the Brown line S. 83-56 E. 345 feet, more or less, to an iron pin at the corner of the Dallas Knight property; thence a new line S. 17-30 E. 304.5 feet to a point in the center of Hudson Road; thence with Hudson Road S. 70-50 W. 459 feet to the point of beginning.

This is a second mortgage and shall be junior in lien to a first mortgage covering the above described property executed by the mortgagors to First Federal Savings & Loan Association dated August 31, 1970, in the sum of $14,000.00.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

State of South Carolina
County of Charleston

The Note to Secure Which the within Mortgage was given having been paid in full, I hereby declare the said Mortgage Satisfied, and the lien thereof forever discharged.

Witness my Hand and Seal this 22 day of Dec, 1970

In Presence of
Cheryl Mabd
Doris K. Epps

Gordon Schmidt Sr L.S.

SATISFIED AND CANCELLED OF RECORD
29 DAY OF Dec 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A M. NO. 14961